



# *City of Charleston*

JOHN J. TECKLENBURG  
Mayor

*South Carolina*  
*Department of Public Service*

LAURA S. CABINESS, PE  
Director

## **PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Friday, March 23, 2018 to begin at 3:00 p.m., first floor conference room at 80 Broad Street. The following items will be heard:

**A. Invocation**

**B. Approval of Public Works and Utilities Committee Minutes**

**C. Request to Set a Public Hearing**

**D. Acceptance and Dedication of Rights-of-Way and Easements**

**E. Requests for Permanent Encroachments**

1. **99 WestEdge Street** – 6 stacks of 5 balconies (5'x9') on WestEdge Street encroaching over sidewalk by 5' approximately 12'8" above sidewalk. This encroachment is permanent.
2. **210 Promenade Vista St.** – Installing brick pavers in crosswalk. This encroachment is permanent.

**F. Temporary Encroachments Approved By The Department of Public Service (For information only)**

1. **2205 Mariners Ferry** - installing 4 ½ -foot wood fence encroaching into drainage easement. This encroachment is temporary. **Approved March 16, 2018.**
2. **609 White Chapel Circle** - installing 6-foot wood fence encroaching into drainage easement. This encroachment is temporary. **Approved March 16, 2018.**
3. **613 White Chapel Circle** - installing 6-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved March 16, 2018.**

4. **1122 Turkey Trot Drive** installing 6-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved March 16, 2018.**
5. **1406 Tannery Row** installing 6-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved March 16, 2018.**
6. **129 Nobels Point St.** – installing 5 irrigation sprinkler heads into right-of-way. This encroachment is temporary. **Approved March 16, 2018.**
7. **721 King St.** – Installing 8.5 sq. ft. right-angle sign, secured by steel support bracket. This encroachment is temporary (Melfi's). **Approved March 16, 2018.**
8. **577 King St.** – Installing (2) 15" x 36" right-angle sign, secured by wall mounted bracket. This encroachment is temporary (Time Traveler Escape Games). **Approved March 16, 2018.**
9. **64 Spring St.** – Installing 15" x 37.5" right-angle sign, secured by wall mounted bracket. This encroachment is temporary (Josephine Wine Bar). **Approved March 16, 2018.**
10. **400 Meeting St.** – Installing 18" x 87" right-angle sign, secured by wall mounted bracket. This encroachment is temporary (My House). **Approved March 16, 2018.**
11. **102 S. Battery** – Installing 8" SDR 26 from property to existing catch basin box, approx. 8' in length tied in by coring and booting, grout voided areas around boot. This encroachment is temporary. **Approved March 16, 2018.**
12. **1536 Creek Side Way.** – Connect to catch basin along Creek Side Way to remove rainwater. Secured by cementitious grout on both sides of connection to basin. This encroachment is temporary. **Approved March 16, 2018.**

#### **G. Miscellaneous or Other New Business**

- a. Update on Church Creek Drainage Basin
- b. FEMA Buyout Status
- c. Update on the King St./Huger St. Drainage Project
- d. Recommendations from the 1986 Davis & Floyd Study
- e. Actions currently taken as a result of the 1986 Davis & Floyd Study

Councilmember Keith Waring,  
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.



# *City of Charleston*

JOHN J. TECKLENBURG  
Mayor

*South Carolina*  
*Department of Public Service*

LAURA S. CABINESS, PE  
Director

March 16, 2018

99 West Edge Developer, LLC  
3715 Northside Parkway, Ste 1-310  
Atlanta, GA 30327

Subject: **99 WestEdge Street** – 6 stacks of 5 balconies (5'x9') on WestEdge  
Street encroaching over sidewalk by 5' approximately 12'8" above sidewalk.

To Whom It May Concern:

Enclosed is your executed copy of the above referenced encroachment agreement  
with the City of Charleston.

Thank you.

Sincerely,

Laura S. Cabiness, PE  
Director of Public Service

Enclosure

LSC/ajd

# INSPECTION WORKSHEET (ENCR-016510-2018)

**Case Number:** ENC2018-00122  
**Inspection Date:** 03/12/2018  
**Inspector:** Ted Barker

**Case Module:** Permit Management  
**Inspection Status:** Passed  
**Inspection Type:** Encroachment Other

**Job Address:** 99 Westedge St  
Charleston, SC 29403

**Parcel Number:** C4600000032

**Contact Type**      **Company Name**      **Name**  
Applicant      99 West Edge Developer LLC

Checklist Item	Passed	Comments
ENC-Recommendation by Deputy Director Operations: - Recommendation by Deputy Director Operations	True	
ENC-Other-Ordinance references - Authorization: Encroachments in General: Code of Ordinances of the City of Charleston-Chapter 28, Article III, Sections 36-55; Code of Ordinances of the City of Charleston-Chapter 27, Article I, Sections 1-39; Code of Ordinances of the City of Charleston-Chapter 27, Article II, Sections 85-98; Specific References - Stormwater Design Standards Manual - Open Channel Hydraulics - 3.7-9., Open Conveyances - 3.8.2	True	
ENC-Description/Comments/Recommendations: - Description/Comments/Recommendations	False	
ENC-Type of Maintenance: - Type of Maintenance	True	



A large, stylized handwritten signature in blue ink, likely belonging to the inspector or a representative of the applicant.



**CITY OF CHARLESTON**  
 Department of Public Service  
 Engineering Division  
 2 George Street, Suite 2100  
 Charleston, SC 29401



### ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: 99 West Edge Developer, LLC

Mailing Address: 3715 Northside Parkway, Suite 1-310

Email: david@gatewaydevelopmentservices.com

City/State/Zip: Atlanta, GA 30327

Telephone: 678-428-0825

Work: 404-214-6915

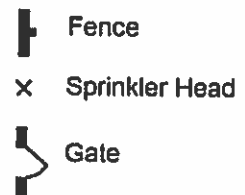
Cell: 678-428-0825

Contractor: JE Dunn Construction Company

Contact/Number/Email Bryan Ferris/912-222-0809/bryan.ferris@jedunn.com

### DESCRIBE ENCROACHMENT

1. Description of encroachment: 6 stacks of 5 balconies (5'x9') on WestEdge Street encroach over sidewalk by 5' feet approx. 12'8" above sidewalk
2. Method for securing: integrally built into the building structure
3. Property description and address where encroachment is requesting to be placed (Exhibit A):  
99 WestEdge, Charleston, SC 29403 is a 237 unit apartment project, approximately 20,000 sqft of retail and a 1009 space municipal parking deck
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (Exhibit B) to include:
  - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
  - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
  - c. Elevation view (to scale)
  - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be typed. Signatures in blue ink.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in blue ink.
10. Provide processing fee of \$25.00. Checks shall be made payable to the City of Charleston.
11. Provide recordation fee of \$5.00 per sheet if applicable, upon submission of application. Checks shall be made payable to the Register Mesne Conveyance for <county> County.



RECEIVED BY PUBLIC SERVICES: \_\_\_\_\_ DATE: \_\_\_\_\_

*Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements will not be accepted.*

*Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.*

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TEMPORARY / PERMANENT  
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ( Agreement ) is made in the County and City of Charleston, SC, on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between The City of Charleston, a South Carolina Municipal Corporation (hereinafter referred to as "City") and \_\_\_\_\_ 99 West Edge Developer, LLC (hereinafter referred to as "Grantee").

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) 99 West Edge Street, Charleston, SC 29403 in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 4600000032  
6 stacks of 5 balconies that will overhang WestEdge Steet and encroach approximately 5 feet into the sidewalk plane  
approximately 14 feet above the sidewalk. The balconies are approximately 5'x9' ("Encroachment"); and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("Encroachment Area") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.

2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.

3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.

4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.

a. ☒ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.

5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.

7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.

8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City:  Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee: <u>99 WestEdge Developer, LLC</u>  <u>3715 Northside Parkway, Suite 1-310</u>  <u>Atlanta, GA 30327</u>
Location of Encroachment <u>99 WestEdge Street, Charleston SC 29403</u>	

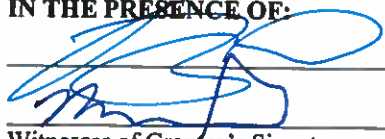

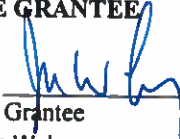

Notices shall be deemed effectively served upon the deposit in the United States Mail.

10. **Applicable Law.** This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

<b>SIGNED AND DELIVERED IN THE PRESENCE OF:</b>  _____  Witnesses of the Mayor/Director of Public Services Department  The foregoing instrument was acknowledged before me by its maker.  _____ Signature of Notary	<b>THE CITY OF CHARLESTON</b>  BY: _____ Mayor/Director of Public Services Department  _____ Commission Expires
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<b>SIGNED AND DELIVERED IN THE PRESENCE OF:</b>  _____ Witnesses of Grantee's Signature  The foregoing instrument was acknowledged before me by its maker.  _____ Signature of Notary	<b>THE GRANTEE</b> BY:  Grantee John W. Long Printed Name  _____ Commission Expires  
---	---

**Committee on Public Works Decision**

☐

Approved

☐

Disapproved

\_\_\_\_\_  
Date

**Conditions and/or Restrictions** are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: \_\_\_\_\_

**Exhibit A:**

**99 WestEdge Street, Charleston SC. 29403**

Commencing at the southern intersection of the right-of-way of Horizon Street and Fishburne Street thence southerly along the right-of-way of Horizon Street, S 47°36'51" E a distance of 32.25 feet to a point being the true Point Of Beginning;

Thence S 65°01'58" W a distance of 244.41 feet to a point; thence 18.35 feet along the arc of a curve to the left having a radius of 19.50 feet, a chord bearing of S 05°57'42" W and chord length of 17.68 feet to a point; thence S 20°59'58" E a distance of 63.83 feet to a point; thence 48.32 feet along the arc of a curve to the left having a radius of 29.50 feet, a chord bearing of S 67°55'42" E and chord length of 43.10 feet to a point; thence N 65°08'34" E a distance of 32.57 feet to a point; thence S 47°36'51" E a distance of 125.12 feet to a point; thence N 42°17'16" E a distance of 180.35 feet to a point; thence S 47°44'16" E a distance of 251.67 feet to a point; thence S 42°15'44" W a distance of 9.30 feet to a point; thence S 47°32'54" E a distance of 9.45 feet to a point; thence S 42°17'21" W a distance of 171.58 feet to a point; thence S 47°36'51" E a distance of 55.02 feet to a point; thence N 42°23'09" E a distance of 223.39 feet to a point on the right-of-way of Horizon Street; thence along the right-of-way of Horizon Street N 47°36'51" W a distance of 467.72 feet to the Point Of Beginning. Said parcel containing 1.65 acres more or less.



# 99 WESTEDGE

LOCATION MAP  
02/19/2018

☐ Parcels

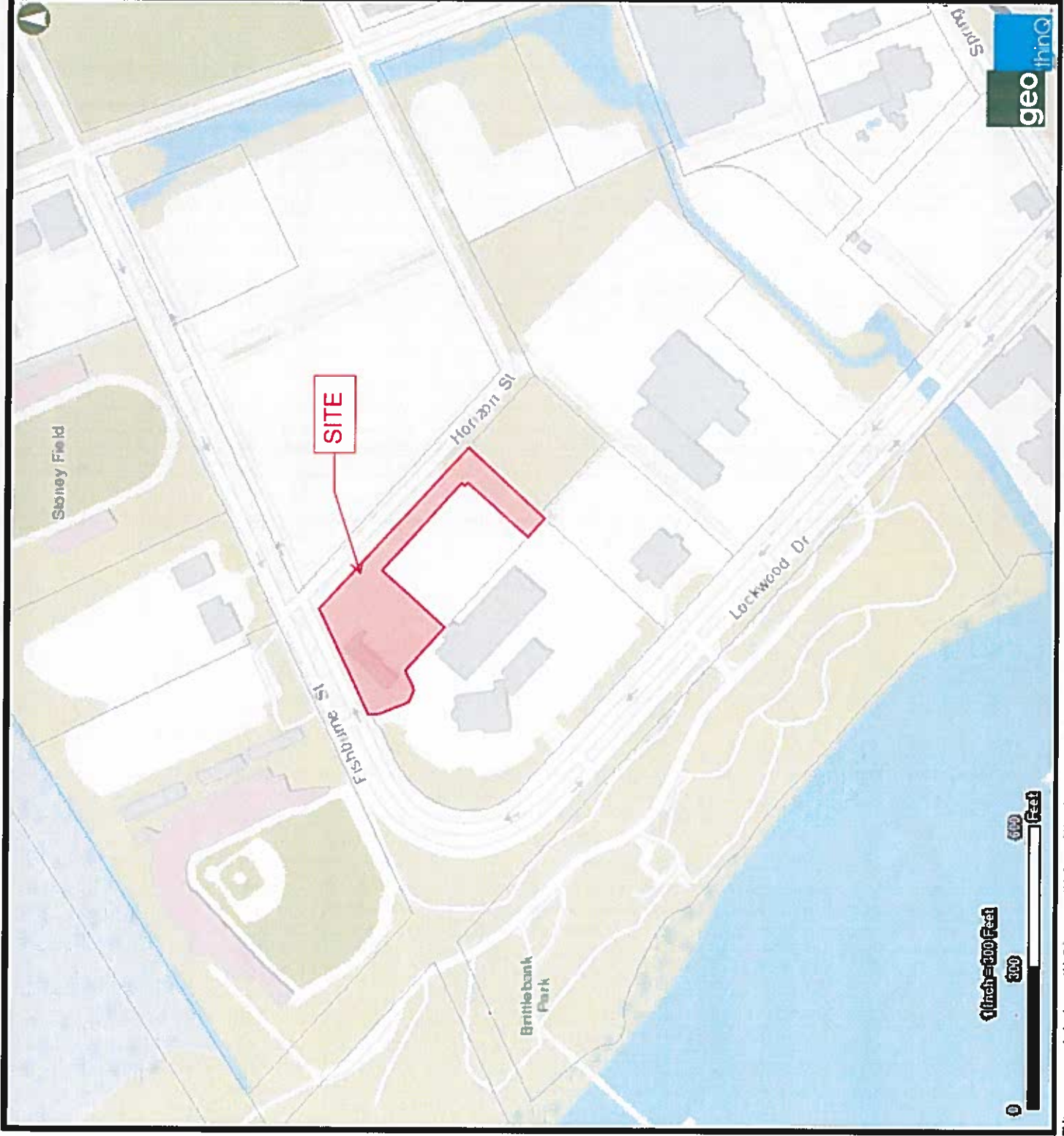
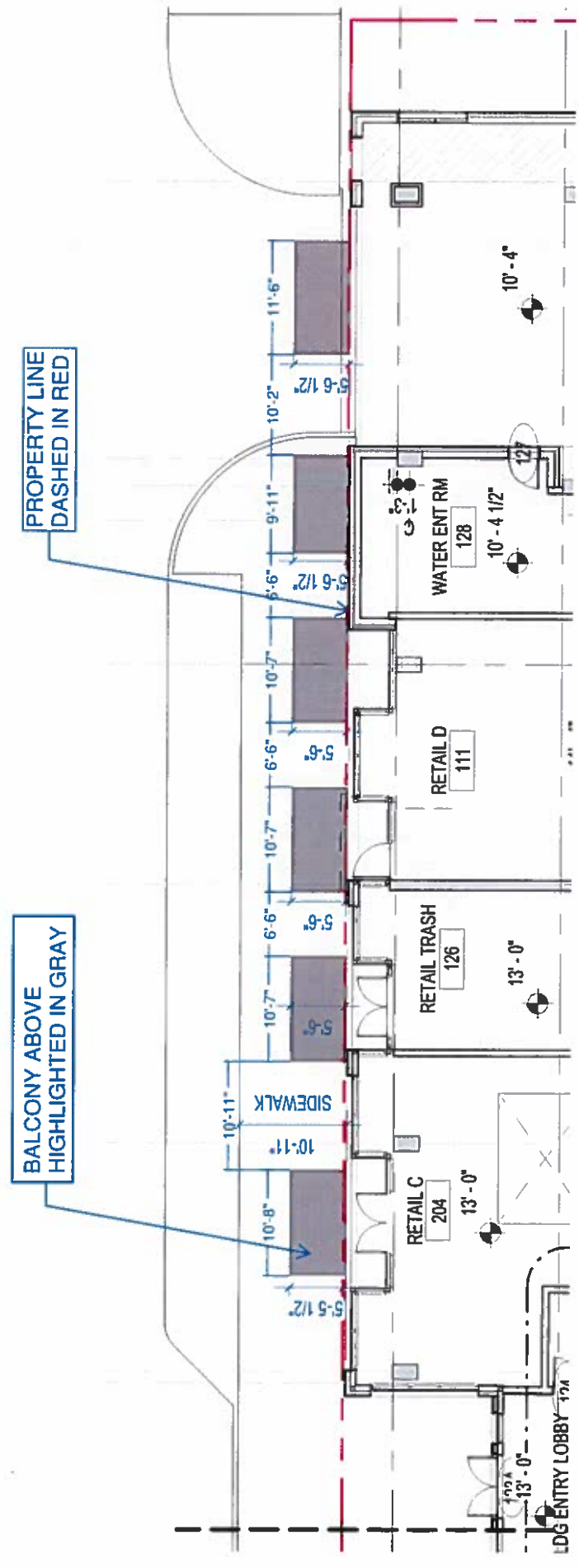


EXHIBIT: B



UNAPPROVED



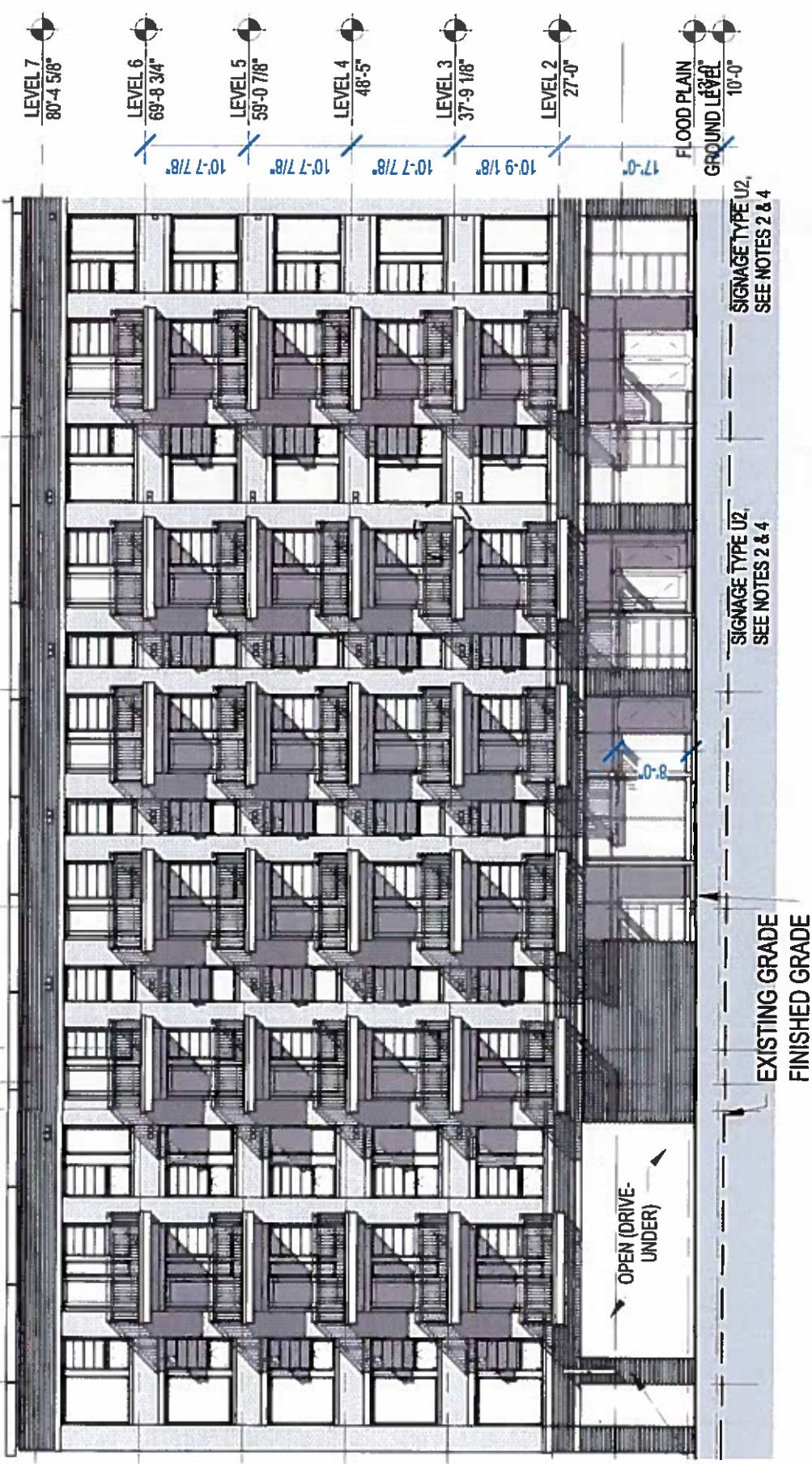
SCALE: 1/16" = 1'-0"

PLAN

BALCONY ENCROACHMENT EXHIBIT

For	 <b>SOUTH CITY PARTNERS</b>	Project <b>99 WestEdge</b>		SHEET NUMBER <b>001</b>
		Project number 1406302	Date 02.19.18	
		Location <b>CHARLESTON, SC</b>		
 <b>GATEWAY DEVELOPMENT</b>				



UNIT 11.1.1



SCALE: 1/16" = 1'-0"

ELEVATION

BALCONY ENCROACHMENT EXHIBIT

For	 <b>SOUTH CITY</b> PARTNERS	Project		Project number	Date
		99 WestEdge		1406302	02.19.18
		Location			
 <b>GATEWAY</b> DEVELOPMENT	CHARLESTON, SC		SHEET NUMBER		002



# BOARD OF ARCHITECTURAL REVIEW

## APPLICATION / CERTIFICATE OF APPROPRIATENESS

CITY OF CHARLESTON

2 George Street

Charleston, South Carolina 29401

843-724-3781

Fax : 843-724-3772

DEPARTMENT OF PLANNING, PRESERVATION AND SUSTAINABILITY

www.charleston-sc.gov/BAR

Property Address: Fishburne at Horizon		TMS No.: 460-00-00-013
Review request:	For:	Meeting date requested: N/A
<input type="checkbox"/> Conceptual	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alterations / Additions	<input type="checkbox"/> Appeal Decision of Urban Design Staff
<input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Final	<input type="checkbox"/> Repairs or repaint with no changes	<input type="checkbox"/> Color Change <input type="checkbox"/> Demolition

Property Owner: 99 WestEdge Owner, LLC	Daytime phone: (404) 287-6900
Applicant: Paul Allen	Daytime phone: (770) 396-7248
Applicant's mailing address: 115 Perimeter Center Place, Suite 950	
City: Atlanta	State: GA Zip: 30346
Applicant's e-mail address: pallen@theprestonpartnership.com	
Applicant's relationship: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Design Professional <input type="checkbox"/> Contractor <input type="checkbox"/> Real Estate Agent/Broker <input type="checkbox"/> Other	

In your own words describe what you are requesting:	Final approval of the construction documents for the 99 WestEdge mixed-use project. Final Board approval already received; this submittal is for staff approval.
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**Submittal Requirements:** See BAR Submittal Requirements supplement for complete information. Zoning / Courtesy IRC approval required prior to making application for review. INCOMPLETE APPLICATIONS WILL NOT BE INCLUDED ON A BOARD AGENDA.

I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property or an authorized representative. I authorize the subject property to be posted and inspected, and the application to be heard by the Board of Architectural Review of the City of Charleston on the date specified.

Applicant's signature: Paul Allen Digitally signed by Paul Allen  
DN: cn=US, o=theprestonpartnership.com, ou=IT, c=US, email=pallen@theprestonpartnership.com Date: 6/21/16

Print name legibly: Paul Allen

For Office Use Only Below this Point

<input type="checkbox"/> The Board of Architectural Review has reviewed this request. Its findings are as follows:	
<input checked="" type="checkbox"/> The Urban Design and Preservation Staff has reviewed this request. Its findings are as follows:	
<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> Deferral <input checked="" type="checkbox"/> Approval with the following conditions:	
<b>WITH ATTACHED B.A.R. CONDITIONS.</b>	
<input checked="" type="checkbox"/> Final Approval is granted upon fulfillment of the above-specified conditions and is referred to the Preservation Staff for further action.	
<input type="checkbox"/> Further Action/Final Approval Requires Board Hearing(s)	App. No.: --
<input type="checkbox"/> Chairman's or <input checked="" type="checkbox"/> Staff's Signature: <i>[Signature]</i>	Date: <u>06/23/2016</u>
Arch. Rating:	Const. Date: <input type="checkbox"/> Old and Historic Dist. <input type="checkbox"/> Old City Dist. <input type="checkbox"/> Landmark Dist. <input type="checkbox"/> North of Line St.
Date received:	Fee amount: Receipt no.: Staff person:

1. An appeal of a Board decision stays all further action on applications.
2. This approval does not constitute approval by other City boards or departments. Prior to construction, all plans and specifications must be reviewed and approved by the Building Inspections Division and a building permit must be obtained and posted on the property.
3. This approval expires 2 years from approval date.



# *City of Charleston*

JOHN J. TECKLENBURG  
Mayor

*South Carolina*  
*Department of Public Service*

LAURA S. CABINESS, PE  
Director

March 16, 2018

Core Property Capital  
3340 Peachtree Rd., Ste. # 1660  
Atlanta, GA 30326

**Subject: 210 Promenade Vista St. – install brick pavers in crosswalk**

To Whom It May Concern:

Enclosed is your executed copy of the above referenced encroachment agreement with the City of Charleston.

Thank you.

Sincerely,

Laura S. Cabiness, PE  
Director of Public Service

Enclosure

LSC/ajd

## INSPECTION WORKSHEET (ENCR-016840-2018)

Case Number: ENC2018-00127

Case Module: Permit Management

Inspection Date: 03/07/2018

Inspection Status: Pending

Inspector: Mark Bublitz

Inspection Type: Encroachment Special Finish

Job Address: 210 Promenade Vista St  
Charleston, SC 29412

Parcel Number: C4240000001

Contact Type

Company Name

Name

Contractor

Stantec Consulting Services Inc

Josh Lilly

Checklist Item

Passed

Comments

ENC-Comments/Recommendations: -  
Comments/Recommendations

True

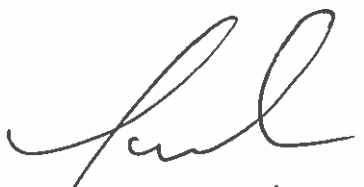
ENC-Type of Maintenance: - Type of Maintenance

True

ENC-Brick pavers (5,000 psi minimum load) - Driveway/  
Sidewalk - Brick pavers (must meet 5,000 psi minimum  
load)

True

Approved by TRC

  
Inspector  
3-7-2018



**CITY OF CHARLESTON**  
 Department of Public Service  
 Engineering Division  
 2 George Street, Suite 2100  
 Charleston, SC 29401



**ENCROACHMENT AGREEMENT REQUEST**

Property Owner/Renter: Core Property Capital

Mailing Address: 3340 Peachtree Road, Suite 1660 Email: hdillard@corepropertycapital.com

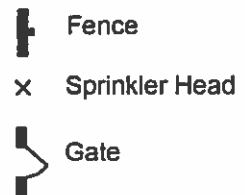
City/State/Zip: Atlanta, GA 30326

Telephone: 404-504-8770 Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Contractor: TBD Contact/Number/Email TBD

**DESCRIBE ENCROACHMENT**

1. Description of encroachment: brick pavers in crosswalk
2. Method for securing: brick paver installation
3. Property description and address where encroachment is requesting to be placed (Exhibit A):  
210 Promenade Vista Street, Charleston, SC 29412 | TMS# 424-00-00-001
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (Exhibit B) to include:
  - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
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RECEIVED BY PUBLIC SERVICES: \_\_\_\_\_ DATE: \_\_\_\_\_

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

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Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) 210 Promenade Vista Street, Charleston SC 29412 in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 424-00-00-001  
brick pavers in crosswalk ("Encroachment"); and

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Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

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1. The aforesaid recitals are incorporated herein verbatim.
2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.
3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.
4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.
  - a. ☐ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.
5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.
8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City:  Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee: <u>Core Property Capital</u> <u>3340 Peachtree Road, Suite 1660</u> <u>Atlanta, GA 30326</u>
Location of Encroachment <u>210 Promenade Vista Street, Charleston SC 29412</u>	




Notices shall be deemed effectively served upon the deposit in the United States Mail.

10. **Applicable Law.** This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

<b>SIGNED AND DELIVERED IN THE PRESENCE OF:</b>  _____  Witnesses of the Mayor/Director of Public Services Department  The foregoing instrument was acknowledged before me by its maker.  _____ Signature of Notary	<b>THE CITY OF CHARLESTON</b>  <b>BY:</b> _____ Mayor/Director of Public Services Department  _____ Commission Expires
--	--

<b>SIGNED AND DELIVERED IN THE PRESENCE OF:</b>  <u>Parker Lammerts</u> Witnesses of Grantee's Signature  The foregoing instrument was acknowledged before me by its maker.  Signature of Notary	<b>THE GRANTEE</b>  <b>BY:</b>  Grantee <u>Heath Hawkins</u> Printed Name  <u>9-17-19</u> Commission Expires
---	--

**Committee on Public Works Decision**

☐ Approved      ☐ Disapproved

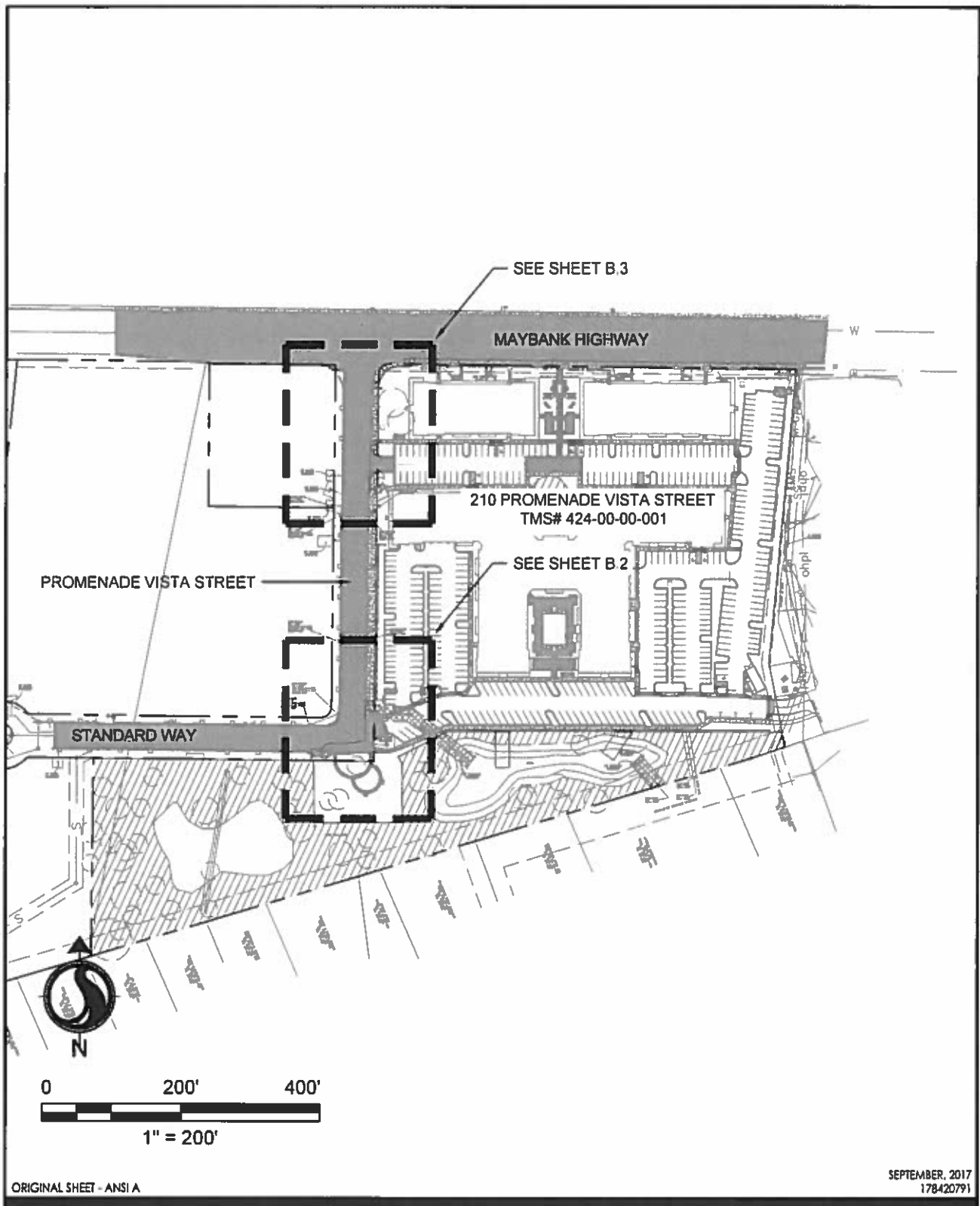
Date \_\_\_\_\_

**Conditions and/or Restrictions** are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



4696 Centre Pointe Drive, Suite 200  
North Charleston, South Carolina 29418

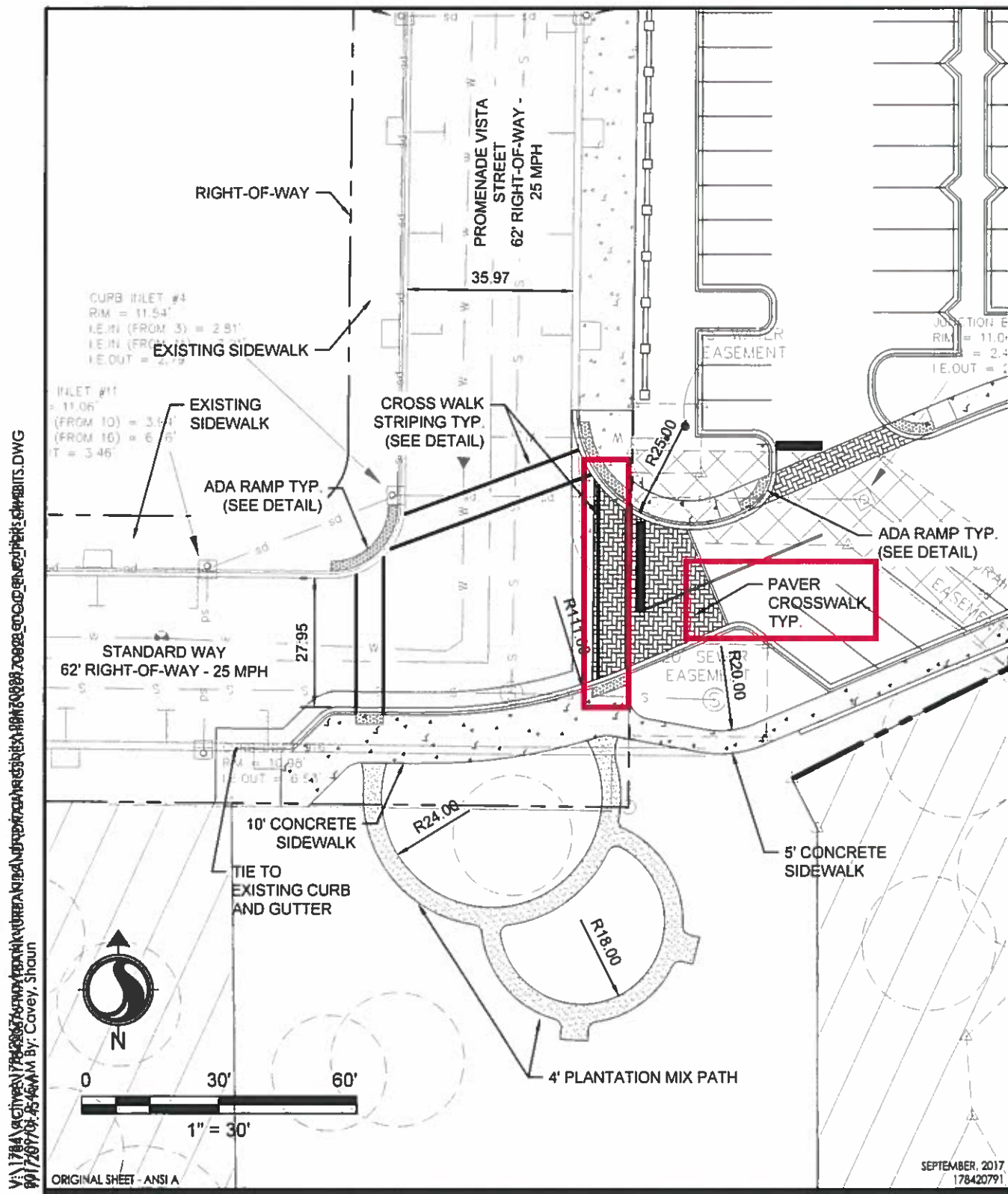
Client/Project  
CORE PROPERTY CAPITAL  
AVALON AT JAMES ISLAND

Figure No.

B.1

Title

OVERALL PLAN



Client/Project

CORE PROPERTY CAPITAL  
AVALON AT JAMES ISLAND

Figure No.

## B.2

**Title**

## SITE PLAN





**Design Review Committee  
Memorandum**

**Date:** November 28, 2017

**To:** Josh Lilly

**From:** Jason Kronsberg

**Re:** DESIGN REVIEW AGENDA

Meeting Date **Thursday, 16 November 2017**

Time: **11:00 a.m. – 12:00 p.m.**

Location: 2 George St. – Public Meeting Room (1403)

**1. Avalon: Stantec, Josh Lilly**

*An application requesting the approval of non-standard materials in the ROW.*

**DECISION:**

Approved as submitted with the following requirement's:

- Pavers should be installed upside down.
- Pavers should meet SCDOT ratings for vehicular traffic.
- Applicant to apply for and encroachment permit via the City Engineering office.



**CITY OF CHARLESTON**  
**DEPARTMENT OF TRAFFIC & TRANSPORTATION REQUIREMENTS**  
**SITE PLAN APPROVALS**  
**(843) 724-7368**  
**\* Site Plan \***



**SITE:** Maybank Hwy – Maybank Hwy Mult-Family Mixed-Use Development **DATE:** 02/22/2018

**TMS #:** 424-00-00-001

**PLEASE NOTE:** Final approval is contingent upon implementation of comments.

**Comments:**

1. Provide a copy of an approved SCDOT encroachment permit to the Department of Traffic and Transportation and the Department of Public Service, Engineering Division.

